

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

Contact Purchasing at the address listed below or telephone 402/441-7410 for the drawing that goes with this specification.

NOTICE TO BIDDERS SPECIFICATION NO.01-075

The City of Lincoln, Nebraska intends to enter into a lease and invites you to submit a sealed bid for:

ASHLAND FARM LEASE

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, May 2, 2001, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not

been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. BRAND NAMES

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

10. DEMONSTRATIONS/SAMPLES

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 10.2 Such demonstration can be at the City delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

11. DELIVERY

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 12.1.1 Manufacturer's warranties and/or guarantees.
 - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 12.3.1 Is Year 2000 compliant, is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Specification and Agreement, including without limitation, all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes;

- 12.3.2 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
- 12.3.3 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.
- 12.3.4 Other systems: to the extent that the software/firmware/hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/ hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware /hardware/equipment/system remains Year 2000 compliant.
- 12.3.5 No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
- 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 14.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

17. LAWS

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

PROPOSAL
SPECIFICATION NO. 01-075

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, May 2, 2001

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

ASHLAND FARM LEASE

ANNUAL RENTAL PAYMENT, PAYABLE JULY 1, 2001.....\$_____

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 01-075

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

**SPECIFICATIONS
FOR
ASHLAND FARM LEASE**

1. SCOPE

- 1.1 The City of Lincoln offers for lease to a tenant approximately 240 acres around City of Lincoln Ashland Wellhead Water Operations to occupy and use for agricultural and related purposes according to the terms and conditions of the attached Ashland Farm Lease agreement.
- 1.2 The attached sample lease agreement serves as specifications and describes the obligations of the tenant and the owner.
- 1.3 The term of lease is one (1) year, June 1, 2001 through May 31, 2002, with options to renew on an annual basis thereafter, beginning June 1, 2002.

2. BIDDING PROCEDURE

- 2.1 Submit you're the amount of your annual rent payment on the attached Proposal Form.
- 2.2 Annual rent payment may be a determining factor in the award of bid.

3. LEASE AGREEMENT AND CERTIFICATE OF INSURANCE.

- 3.1 Within fourteen (14) calendar days after the award of bid tenant must execute a written Lease agreement between the Tenant and Owner.
- 3.2 Also within such time period, Tenant must furnish with the Lease a Certificate of Insurance in accordance with the requirements specified in the agreement.
 - 3.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln as an "additional insured" as pertains to the lease.
 - 3.2.2 Such certification shall specifically state that insurance policies are to be endorsed to require that insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

ASHLAND FARM LEASE

This **Lease** made and entered into this ____ day of _____, 2001, by and between CITY OF LINCOLN, **Owner**, and _____, **Tenant**.

1. **Description of Property.**

- 1.1 **Owner** has this day leased unto the **Tenant** to occupy and use for agricultural and related purposes, the following described property situated in the County of Saunders, and the State of Nebraska: Approximately 240 acres around City of Lincoln Ashland Wellhead Water Operations. (See attached maps).
- 1.2 All of this property is hereinafter referred to as the "**farm**".
- 1.3 The **Owner** warrants that he has the right to lease the **farm**, and will defend the **Tenant's** possession against any and all persons whomsoever.

2. **Term of Lease.**

- 2.1 The **Term** of this **Lease** shall be from June 1, 2001 through May 31, 2002, and this **Lease** shall not continue in effect thereafter without the written consent of **Owner**.
- 2.2 **Tenant** shall not re-lease, sub-lease or assign this **Lease**, or any part thereof, without consent of **Owner**.

3. **Rental Payment.**

- 3.1 The **Tenant** shall pay the **Owner** as rent the sum of \$ _____ in cash payable on July 1 of each **Lease** year.
- 3.2 Delinquent rent shall bear interest at the highest lawful rate from due date until paid.

4. **Tenant Agrees That:**

- 4.1 All field grounds that can be mowed should be mowed.
 - 4.1.1 If put in windrows, they must be picked up or mulched.
 - 4.1.2 Tenant shall cut the hay at least two (2) times per year unless other arrangements are made.
- 4.2 Road sides need to be mowed from road side to sixteen (16) feet back where allowable, at least four (4) times a year.
- 4.3 Weed control will be the responsibility of the **Owner**.
- 4.4 Gates shall remain closed during the weekend, holidays, and after 4:00 P.M., Monday thru Friday.
- 4.5 All haying shall be completed by October 1 unless other arrangements are made with the **Owner**.
- 4.6 Tenant will maintain the **farm** during said tenancy in as good condition and repairs as to the beginning, or as later improved, normal wear and depreciation from causes beyond the **Tenant's** control excepted. (7) Tenant will operate the farm in an efficient and husband-like manner, will do the plowing, seeding, cultivating and harvesting at the proper time and in the proper manner. (8) Tenant will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains. (9) Tenant will not commit waste on or damage to the **farm** and will use due care to prevent others from so doing. (10) No timber on the **farm** shall be used for any purpose without the prior written consent of the **Owner**. (11) Tenant will permit the **Owner** or owner's agent to enter the **farm** at any reasonable time for repairs, improvements or inspection. (12) Tenant will yield possession of the **farm** to the **Owner** at the expiration of this **Lease** without further notice. (13) Tenant will prepare and keep adequate records of tenant's farming operations on the property including but not limited to the type, amount and cost of all seeds planted, the type, amount and cost of all fertilizers, insecticides, herbicides and any other chemicals applied to the property.

5. **Owner Agrees That:** If owner should sell or otherwise transfer the **farm**, owner will do so subject to the provisions of this **Lease**.

6. **It is Mutually Agreed That:**

- 6.1 Time is of the essence of this **Lease**.

- 6.2 The terms of this **Lease** shall apply to the heirs, personal representatives, successors and assigns of both **Owner** and **Tenant** in like manner as to the original parties.
- 6.3 In the event this **Lease** is renewed for additional one year term, the heirs or personal representative of the deceased party shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.
7. **Default.**
- 7.1 Upon default by either party, the other party shall have all rights of law, including forcible entry and retainer.
- 7.2 If the **Tenant** fails to carry out any provision of this **Lease**, **Owner** may enter and take possession and the **Tenant** shall peaceably vacate the premises.
8. There shall be no hunting on **Owner's** property nor shall **Tenant** allow unauthorized access to the property.
9. **Chemicals**
- 9.1 **Tenant** shall, prior to usage, provide **Owner** with a list of all chemicals (fertilizers, herbicides, pesticides) to be used on the property.
- 9.2 **Owner** may prohibit the use of any chemical which interferes with **Owner's** activities or future plans for the property.
10. **Indemnification and Insurance**
- 10.1 **Tenant** shall indemnify and save harmless **Owner** from and against all losses, claims, damages, injuries and expenses arising out of or resulting from **Tenant's** uses of the property.
- 10.2 Tenant shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury insurance.
- 10.3.1 Tenant shall name Owner as additional insured as pertains to the performance of this lease.
- 10.3.2 The insurance policy shall insure the Owner from any and all demands, claims causes of action at law or in equity resulting from the performance of this lease.
- 10.3.3 Tenant shall provide Worker's Compensation Insurance for any employees of Tenant who perform any work under this lease.
- 10.3.4 Tenant shall provide the Owner with certification of such insurance subject to the approval of the City Attorney.
11. This **Lease** shall not be sublet or assigned without the written consent of **Owner**.
- Dated this _____ Day of _____, 2001.

CITY OF LINCOLN, NEBRASKA

Attest

City Clerk

Mayor

TENANT

Company Name

By:

Street Address

Print Name

Title

City State Zip Code

Signature